



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

the cases in which such bills have been allowed have presented merely the question of the proper method of exercising the police power of the city after the passage of an ordinance applicable to the nuisance at issue. *New Orleans v. Lambert*, 14 La. Ann. 247; *Village of Pine City v. Munch*, 42 Minn. 342. It is submitted that an injunction should always issue at the suit of a municipality in the proper exercise of its police power, though not when based solely upon the property rights of the public.

**PARTNERSHIP — DISSOLUTION — RIGHT OF LIQUIDATING PARTNER TO COMPENSATION.** — A and B were partners. A held title to certain lands in trust for the firm and other investors. On a dissolution of the firm, A was permitted by the receiver to continue the partnership investment. *Held*, that for his services he can have no compensation out of the partnership funds. *Ruggles v. Buckley*, 175 Fed. 57 (C. C. A., Sixth Circ.).

A partner is under an obligation to render his services to the firm in firm business, and in the absence of an express or implied agreement can demand no compensation therefor. *Roach v. Perry*, 16 Ill. 37. By the better view, this includes the obligation to wind up the firm on its dissolution by death, or otherwise. *Dunlap v. Watson*, 124 Mass. 305; *Smith v. Knight*, 88 Ia. 257. *Contra*, *Bradley v. Chamberlin*, 16 Vt. 613. If, however, the liquidating partner rightfully continues the business and makes profits, he is doing more than the partnership agreement requires, and if the other partner or his representatives elect to take the profits produced by the capital left by them in the business, they should allow compensation for services. *Moore v. Rawson*, 185 Mass. 264, 190 Mass. 493; *Cameron v. Francisco*, 26 Oh. St. 190; *O'Neill v. Duff*, 11 Phila. (Pa.) 244; *Re Aldridge*, [1894] 2 Ch. 97. The court in the principal case rests its decision largely on the fact that no new venture was entered upon. This seems hardly an adequate reason. See *Griggs v. Clark*, 23 Cal. 427. The decision may, however, be supported on the ground that the services for which compensation was sought were rendered in administering the trust lands, and not in administering the only partnership property left in the plaintiff's hands — namely, the interest of the partnership as a *cestui* therein.

**POLICE POWER — REGULATION OF BUSINESS AND OCCUPATION — COMPULSORY INCORPORATION OF BANKS.** — A state statute required all persons engaged in banking to incorporate within three months. By earlier statutes incorporated banks were regulated more in detail than banking firms and individuals. At least three persons had to associate to form a corporation. *Held*, that the statute is not unconstitutional. *Weed v. Bergh*, 124 N. W. 664 (Wis.). See NOTES, p. 629.

**PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — EXCLUSIVE TELEPHONE CONTRACT.** — A contract between two telephone companies gave each the exclusive right to have transmitted over its lines all messages coming from the lines of the other, destined to points on the lines of the connecting company. *Held*, that the contract is void. *Home Telephone Co. v. Granby & Neosho Telephone Co.*, 126 S. W. 773 (Mo.).

For a discussion of the principles involved, see 23 HARV. L. REV. 54.

**PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — NECESSITY FOR NOTICE OF WITHDRAWAL AFTER EXPIRATION OF FRANCHISE.** — After the expiration of its franchise, a water-supply company continued to supply water with the acquiescence of the municipality. Thereafter the company gave notice of its intent immediately to withdraw from service. The company then sought to enjoin the city from interfering with the removal of the plant. *Held*, that the relation existing between the city and the water company can be terminated at will